

Fill in this information to identify the case:

Debtor 1	Allison Tonya Jones
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the : <u>Northern</u>	District of <u>Georgia</u> (State)
Case number	18-20501-jrs

## Official Form 410S1

# Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Citibank, N.A., as trustee for CMLTI Asset Trust Court claim no. (if known): 3

Last four digits of any number you use to identify the debtor's account: XXXXXX9809

Date of payment change:  
Must be at least 21 days after date of this notice 5/6/2020

New total payment:  
Principal, interest, and escrow, if any \$540.91

### Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

No

\* Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ 159.68

New escrow payment : \$ 176.19

### Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

No

\* Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 3.000%

New interest rate: 4.000%

Current principal and interest payment: \$ 344.09

New principal and interest payment: \$ 364.72

### Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

\* No

\* Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

Allison Tonya Jones  
First Name Middle Name Last Name

Case number (if known) 18-20501-jrs

**Part 4:**

**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

I am the creditor.  
 I am the creditor's authorized agent

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/Ciro A Mestres \_\_\_\_\_ Date 4/9/2020  
Signature \_\_\_\_\_

Print: Ciro A Mestres \_\_\_\_\_ Title Authorized Agent \_\_\_\_\_  
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road  
Number Street  
Roswell GA 30076  
City State ZIP Code

Contact phone 678-281-6516 Email Ciro.Mestres@mccalla.com

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION

In Re:  
Allison Tonya Jones

Bankruptcy Case No.: 18-20501-jrs  
Chapter: 13  
Judge: James R. Sacca

CERTIFICATE OF SERVICE

I, Ciro A Mestres, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Allison Tonya Jones  
6710 Tallant Drive  
Lula, GA 30554

Karen King  
King & King Law LLC  
215 Pryor Street, S.W.  
Atlanta, GA 30303

*(served via ECF Notification)*

Nancy J. Whaley, Trustee  
303 Peachtree Center Avenue  
Suite 120, Suntrust Garden Plaza  
Atlanta, GA 30303

*(served via ECF Notification)*

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 4/9/2020 By: /s/Ciro A Mestres  
(date) Ciro A Mestres  
Authorized Agent for Fay Servicing, LLC

Loan Number:

Analysis Date:

02/20/2020

**Customer Service** 1-800-495-7166

Monday-Thursday 8:00 a.m. to 9:00 p.m. CT

Friday 8:30 a.m. to 5:00 p.m. CT

Saturday 10:00 a.m. to 4:00 p.m. CT

ALLISON JONES  
215 PRYOR ST SW  
ATLANTA GA 30303-3623PRESENT PAYMENT NEW PAYMENT  
effective 05/06/2020

Principal & Interest	\$344.09	\$364.72
Escrow Payment	\$196.22	\$176.19
Escrow Shortage	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Other	\$0.00	\$0.00
<b>Total</b>	<b>\$540.31</b>	<b>\$540.91</b>

**ESCROW ANALYSIS STATEMENT**

At least once every 12 months Fay Servicing, LLC analyzes your escrow account, in accordance with federal regulations, to ensure we collect sufficient funds to pay escrow items when they are due. The escrow account analysis below is an estimate of the activity that will occur in your escrow account over the next 12 months. The analysis will show if you currently have a shortage or overage in your account. This amount will be accounted for in your new monthly escrow payment unless there is an overage amount over \$50. In this case, the full amount of the overage will be refunded to you.

<b>UNDERSTANDING YOUR MONTHLY ESCROW PAYMENT AMOUNT</b>		<b>PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTHS</b>			
		<b>PAYMENTS TO ESCROW</b>	<b>PAYMENTS FROM ESCROW</b>	<b>DESCRIPTION</b>	<b>PROJECTED BALANCE</b>
<b>1. Projected Monthly Escrow Payment</b>				STARTING BALANCE	-500.68 704.82
	May-20	176.19	.00		-324.49 881.01
	Jun-20	176.19	.00		-148.30 1,057.20
	Jul-20	176.19	.00		27.89 1,233.39
	Aug-20	176.19	.00		204.08 1,409.58
	Sep-20	176.19	.00		380.27 1,585.77
	Oct-20	176.19	.00		556.46 1,761.96
	Nov-20	176.19	1,312.34	COUNTY TAX	-579.69 625.81
	Dec-20	176.19	.00		-403.50 802.00
	Jan-21	176.19	.00		-227.31 978.19
	Feb-21	176.19	802.00	HOMEOWNERS I	(c) -853.12 (b) 352.38
	Mar-21	176.19	.00		-676.93 528.57
	Apr-21	176.19	.00		-500.74 704.76
	<b>TOTAL</b>	<b>\$2,114.28</b>	<b>(a) \$2,114.34</b>		

**IMPORTANT MESSAGES**

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC, at least three (3) business days prior to your next scheduled debit.

Fay Servicing, LLC is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are Monday-Thursday 8 A.M. - 9 P.M. Friday 8:30 A.M. - 5 P.M., and Saturday 10 A.M. - 4 P.M. CST. Call today: 1-800-495-7166. NMLS ID# 88244. NC residents: Fay Servicing, LLC, NC Permit Number 112302, 425 S. Financial Pl., Suite 2000, Chicago, IL 60605-6011.

This is a statement of actual activity in your escrow account from 03/01/2020 through 04/30/2020. This section provides last year's projections and compares it with actual activity.

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

MONTH	PAYMENTS		DISBURSEMENTS		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
03/20	159.68	159.68	E		BEGINNING BALANCE	319.35	-820.04
04/20	159.68	159.68	E			479.03	-660.36 <
TOTAL	\$1,916.16	\$319.36		\$1,916.15		\$0.00	638.71 -500.68



ALLISON JONES  
215 PRYOR ST SW  
ATLANTA GA 30303-3623

2/10/2020

**IMPORTANT MORTGAGE NOTIFICATION**

Your Payment and Interest Rate will Increase.

Account Number: [REDACTED]  
Property Address: 6710 TALLANT DR  
LULA GA 30554

Dear Homeowner(s):

Per the terms of your modification agreement, your interest rate will change to 4.00000% effective 4/6/2020. This change in your interest rate will result in a new monthly payment of \$560.94, and your first payment at the new adjusted level is due 5/6/2020.

The table below shows the schedule of adjustments to your new interest rate and estimated future changes to your monthly mortgage payment.

Interest Rate	Interest Rate Effective Date	Monthly P&I	Estimated Monthly Escrow Payment	Total Monthly Payment	Payment Due Date
4.00000%	4/6/2020	\$364.72	\$196.22	\$560.94	5/6/2020
4.35000%	4/6/2021	\$371.57	\$196.22	\$567.79	5/6/2021

Your monthly payment includes an escrow amount for property taxes, hazard insurance and other escrowed expenses (if applicable), which, if they increase, may also increase your monthly payment. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. Your total monthly payment is calculated by adding the principal, interest, and escrow.

**If you have questions or anticipate challenges paying your new monthly payment**, please contact your account manager, Itzel Cela, using the direct contact information below.

Phone: 800.495.7166  
Fax: 312.873.2235  
Email: ICELA@FAYSERVICING.COM

\*If you were modified under the Home Affordable Modification Program (HAMP), your interest rate will increase by up to 1% per year until it reaches its cap, which was the market rate of interest being charged by mortgage lenders on the day the modification agreement was prepared. Once the interest rate reaches the cap, it will be fixed for the remaining life of the loan. You may also contact the Homeowner's HOPE™ Hotline by calling 1-888-995-HOPE. The Hotline can help with questions about your HAMP modification and offers access to free HUD-approved counseling services in English or Spanish (other languages are available on request). It is available 24 hours a day/7 days a week.

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